

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Tara Marie Newman

Debtor(s)

CHAPTER 13

PENNYMAC LOAN SERVICES, LLC

Movant

vs.

NO. 20-14525 MDC

Tara Marie Newman

Debtor(s)

William C. Miller Esq.

Trustee

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,713.72**, which breaks down as follows;

Post-Petition Payments: \$785.62 for December 2020 through May 2021  
**Total Post-Petition Arrears \$4,713.72**

2. The Debtor(s) shall cure said arrearages in the following manner;

- Within fourteen (14) days of the filing of this Stipulation, Debtor(s) shall tender a down payment of **\$4,713.72**.
- Beginning June 1, 2021, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

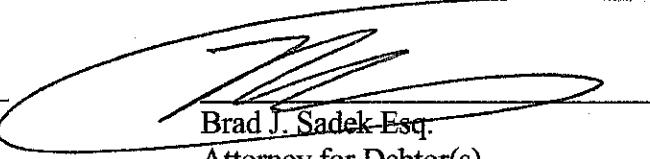
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 14, 2021

/s/Rebecca A. Solarz Esq.

Rebecca A. Solarz Esq.  
Attorney for Movant

Date: 5/18/21

  
Brad J. Sadek Esq.  
Attorney for Debtor(s)

No Objection

Date: May 19, 2021

/s/ LeeAne O. Huggins

William C. Miller Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2021. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge  
Magdeline D. Coleman